

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
Rahil Kamran-Rad

Plaintiff,

Index No.

Date Purchased:

Plaintiff designates New York
County as place of trial.

SUMMONS

-v.-

Citibank, NA

Defendant.
-----X

Plaintiff resides at 200 Water Street
#1608, New York, NY

To the above named Defendant:

Citibank NA
390 Greenwich Street
New York, NY 10013

c/c CT Corp
111 8th Ave
New York, NY 10011

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
April 27, 2018

By /s/ Rahil Kamran-Rad
Rahil Kamran-Rad, Esquire, Pro Se
200 Water Street #1608
New York, NY 10038
781-771-5470
Rahil.kam@gmail.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
Rahil Kamran-Rad

Index No.

Plaintiff,

VERIFIED COMPLAINT

-v.-
Citibank, NA

Defendant.

-----X

Plaintiff Rahil Kamran-Rad (“Plaintiff” or “Kamran-Rad”), as and for its Complaint against Defendant Citibank, NA (“Defendant”) respectfully sets forth, complains and alleges, upon information and belief, the following:

VENUE

1. This is an action that arises out of Defendant’s multiple and continuous violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”).
2. Venue is proper in this County because the Defendant transacts business in this County and a substantial portion of the acts giving rise to this action occurred in this County

PARTIES

3. Rahil Kamran-Rad (“Plaintiff”) is an adult individual residing in New York, New York, and is a “person” as the term is defined by 47 U.S.C. § 153(39).
4. Defendant Citibank NA (“Citibank”) is a New York business entity with an address of 399 Park Avenue, New York, New York 10043, and is a “person” as the term is defined by 47 U.S.C. § 153(39).

FACTS

5. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully state herein with the same force and effect as if the same were set forth at length herein.

6. During 2017, Citibank began calling Plaintiff's cellular telephone number, using an automatic telephone dialing system ("ATDS" or "predictive dialer") and/or using an artificial or prerecorded voice.

7. When Plaintiff answered calls from Citibank, she heard a prerecorded message instructing her to return the phone call.

8. On December 21, 2017, Plaintiff spoke with Defendant and requested that the calls to her cellular telephone number cease, revoking any consent that the Defendant may have had to contact Plaintiff on her cellular phone.

9. Thereafter, including the very next day, Citibank continued to place automated calls to Plaintiff's cellular telephone number, calling her at least 23 times after December 21, 2017.

10. Plaintiff attempted to contact Defendant multiple times regarding the unwanted phone calls.

11. On April 13, 2016, Plaintiff spoke to a representative from Defendant's Executive Office, who informed Plaintiff that the call should have ceased on December 21, 2017.

COUNT I

VIOLATIONS OF THE TCPA – 47 U.S.C. § 227, *et seq.*

12. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

13. At all times mentioned herein, Defendant called Plaintiff's cellular telephone number using an ATDS or predictive dialer and/or using a prerecorded or artificial voice.

14. The TCPA prohibits a person from making any non-emergency call using any automatic telephone dialing system or an artificial or prerecorded voice to any telephone phone number assigned to a cellular telephone service. 47 U.S.C. § 227 (b), See 47 CFR 64.1200 (a)(1).11. Defendant continued to place automated calls to Plaintiff's cellular telephone number despite knowing that it lacked consent to do so. As such, each call placed to Plaintiff was made in knowing and/or willful violation of the TCPA, and subject to treble damages pursuant to 47 U.S.C. § 227(b)(3)(C).

15. Defendant called Plaintiff's cellular telephone number which was assigned to a cellular telephone service for which Plaintiff incurs charges pursuant to 47 U.S.C. § 227(b)(1).

16. Defendant's calls to Plaintiff's cellular telephone number were not placed for "emergency purposes" as defined by 47 U.S.C. § 227(b)(1)(A)(i).

17. Plaintiff is entitled to an award of \$500.00 in statutory damages for each call made in negligent violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B).

18. Plaintiff is entitled to an award of treble damages for each call made in knowing and/or willful violation in an amount up to \$1,500.00 pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that judgment be awarded in Plaintiff's favor and against Defendant as follows:

1. Statutory damages of \$500.00 for each violation determined to be negligent pursuant to 47 U.S.C. § 227(b)(3)(B);

2. Treble damages for each violation determined to be willful and/or knowing pursuant to 47 U.S.C. § 227(b)(3)(C); and
3. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: April 27, 2018

Respectfully submitted,

By /s/ Rahil Kamran-Rad

Rahil Kamran-Rad, Esquire, Pro Se
200 Water Street #1608
New York, NY 10038
781-771-5470
Rahil.kam@gmail.com

VERIFICATION

I, RAHIL KAMRAN-RAD, an attorney admitted to practice in the Court of New York State, state that I am an attorney; I have read the foregoing verified complaint and know the contents thereof; the same is true to my own knowledge, except as to those matters therein alleged to be on information and belief, and as to those matters I believe it to be true. The grounds for my belief as to all matters not stated upon my own knowledge are documents, records, and correspondence.

Dated: New York, New York

April 27, 2018

/s/ Rahil Kamran-rad

RAHIL KAMRAN-RAD